

**AGREEMENT
BETWEEN
THE NEWMARKET TEACHERS' ASSOCIATION
AND
THE NEWMARKET SCHOOL BOARD
DURATION
JULY 1, 2013
TO
JUNE 30, 2016**

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Joanne Lazarus	Co-President
Liz Beaulieu	Secretary
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NEGOTIATION TEAM

Nancy Pagnotta, Chairperson	
Linda Albright	Kristin Kiefaber
Patti Scully	Karyn Wilbur

ARTICLE I - RECOGNITION

For the purpose of collective negotiations, the Board recognizes the Newmarket Teachers Association as the exclusive representative of all teachers under a written teacher contract with the Newmarket School District.

The term teacher does not include Superintendent, Assistant Superintendent, Principals, Guidance Directors, Teacher Consultants, Business Administrator, Curriculum Coordinator, Technology Director, Special Education Coordinator, and School to Career Coordinator, but will include Nurse, Librarian and Guidance Counselor.

The Association agrees to represent all teachers under a written teacher contract in the Newmarket School District designated above without discrimination and without regard to membership in the Association.

ARTICLE II - NEGOTIATIONS PROCEDURE

The Board and the Association agree to enter into collective negotiations over an agreement in accordance with RSA 273-A New Hampshire Laws.

In the event of an impasse, the cost for the services of the mediator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be equally shared by the Board and the Association. Either party may utilize the services of P.E.L.R.B.

No later than September 1, prior to the expiration date of this agreement, either party may submit to the other, written notice of its intention to negotiate a successor agreement concerning salaries, fringe benefits, and terms and conditions of employment. Every reasonable attempt will be made by both parties to reach an agreement by December 1.

Upon request, the Board shall make available to the Association all pertinent non-confidential data and information of the district in the public domain.

Either party may, if it so desires, utilize the services of outside consultants, and may call upon professional and lay representatives to assist in negotiations.

Nothing in this article shall be construed to prohibit the Association and the Board from reaching agreement at any time between the declaring of impasse and the annual meeting.

ARTICLE III - GRIEVANCE PROCEDURE

A. DEFINITION:

1. A grievance shall mean a complaint by a teacher(s) under a written teacher contract, or the Association that there has been an alleged violation, misinterpretation, or inequitable application of any of the provisions of this agreement.
2. An "aggrieved person" or grievant is the person (or persons) or the Association making the complaint.
3. The term "days" when used in this article shall mean working days.
4. Read "Initiation and Processing" new language (1b.)

B. PURPOSE:

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise concerning the application of the terms of this agreement.

C. STRUCTURE:

1. The building principal is designated as the administrative representative for Level One Procedure.
2. The Superintendent is designated as the administrative representative for Level Two Procedure. The Superintendent may select additional persons to assist in his/her function.
3. A grievance may be withdrawn at any level.

D. INITIATION AND PROCESSING:

1.
 - a. A grievance to be considered under this procedure must be initiated by the grievant within twenty (20) school days of when the grievant should have reasonably known of its occurrence. Nothing in this procedure shall prevent the Association from representing any grievant under this procedure at Level One and beyond. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant(s) to proceed to the next level. Failure by the grievant to process a grievance within the prescribed time limits shall constitute a waiver of further appeal and an acceptance of the administrative decision made at the last level. A decision or appeal on a grievance shall be in writing and shall be rendered within the time limit set forth.
 - b. Year-end and Summertime Grievances: When year-end and summertime grievances occur, they shall be reduced to writing within 20 calendar days of when the grievant should have reasonably known of its occurrence and be introduced at a Level 1 (Principal's level) of the grievance procedure. The Principal shall meet with the grievant. If as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within five (5) calendar days, he/she shall set forth his/her grievance in writing to the Principal specifying: (a) the nature of the grievance and the date occurred; (b) the specific provision of the agreement alleged to have been violated; (c) the nature and extent of the injury and loss or inconvenience; (d) the result of previous discussions; (e) his/her dissatisfaction with the decisions previously rendered; (f) the remedy sought. (see appendix A, p.21 format)
 - c. The grievance will move along following the process (Levels) as outlined in this agreement. As for the time line, calendar days, not school days, will apply for all "year-end, summertime grievances."
 - d. A good faith effort will be made to resolve by September 1, all summertime grievances begun by July 1.
2. Level One – Principal
 - a. The teacher who has a grievance, in partnership with the Association shall discuss it first with the principal in an attempt to resolve the matter.
 - b. If, as a result of the discussion, the matter is not resolved to the satisfaction of the Association within five (5) school days, the Association shall set forth the grievance in writing to the principal specifying: (a) the nature of the grievance and the date occurred; (b) the specific provision of the agreement alleged to have been violated; (c) the nature and extent of the injury and loss or inconvenience; (d) the result of previous discussions; (e) his/her dissatisfaction with the decisions previously rendered; (f) the remedy sought (see appendix A, p.21 format).
 - c. The principal shall communicate his/her decision to the teacher and the Association in writing within five (5) school days of receipt of the written grievance.
3. Level Two – Superintendent
 - a. If the grievance is not resolved to the Association's satisfaction, no later than five (5) school days after receipt of the principal's decision they may appeal the principal's decision to the Superintendent of Schools. The appeal must be made in writing, reciting the matter submitted to the principal, as specified in (a) through (f) above stating the grievant's dissatisfaction with decisions previously rendered. The Superintendent shall meet with the grievant and the Association to attempt to resolve the matter, as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent shall communicate his/her decision in writing to the grievant and the Association and the principal within five (5) school days.
4. Level Three – School Board
 - a. If the grievance is not resolved to the Association's satisfaction, the Association, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board. The Board shall hold a hearing with the Association within ten (10) school days of the request and render a decision in writing within fifteen (15) days of the hearing.

5. Level Four – Arbitration

- a. If the decision of the Board does not resolve the grievance to the satisfaction of the Association, and the grievant wishes review by a third party, he/she shall so notify the Association within five (5) school days of receipt of the Board's decision. If the Association determines that the matter should be arbitrated further, it shall, in writing, so advise the Board, through the Superintendent, within ten (10) school days of receipt of the Board's decision.

E. SECURING PROCEDURE:

The following procedure will be used to secure the services of an arbitrator:

1. A request shall be made to the American Arbitration Association to submit a roster of persons qualified to as arbitrators in the dispute in question.
2. If the parties within five (5) days are unable to determine a mutually satisfactory arbitrator from the submitted list, they shall request the American Arbitration Association or the Federal Mediation and Conciliation Service to submit a second roster of names.
3. If the parties are unable to determine within fifteen (15) school days of the initial request for arbitration a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association or the Federal Mediation and Conciliation Service may be requested by either party to designate an arbitrator.
4. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she may add nothing to nor subtract anything from the Agreement between the parties. The findings and decision of the arbitrator shall be final and binding on the Association, the grievant and the Board.
5. The Board, the aggrieved, and the Association shall receive copies of the arbitrator's report, said report of findings and decisions to be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearing.

F. RIGHTS OF TEACHERS TO REPRESENTATION:

1. At level one (1) and beyond the Association must process all grievances.
2. The Board and the Association shall assure that the parties in interest and witnesses are guaranteed freedom from restraint, interference, coercion, discrimination, or reprisal with respect to the processing of a grievance. In communication with any prospective employer, the administration shall not initiate reference to the filing of a grievance by a certified teacher.
3. Personnel Files - All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the grievant.
4. Forms to be used for processing grievances shall be prepared jointly by the School Board and the Association and will be found in Appendix A.

G. GROUP GRIEVANCES:

If a grievance affects a group or class of certified teachers, the teachers may submit a joint grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Level Two.

H. COSTS:

The fees and expenses of the arbitrator will be shared equally by the School District and the Newmarket Teachers Association.

ARTICLE IV - COMPENSATION AND FRINGE BENEFITS

A. SALARY SCHEDULES:

1. 2013-2014 (Appendix B1)
2. 2014-2015 (Appendix B2)
3. 2015-2016 (Appendix B3)

B. PLACEMENT ON SALARY SCHEDULE:

1. Experienced Teachers Entering the District: An experienced teacher coming into the district shall be placed on schedule step-for-step. All teachers shall be placed on the appropriate education level as determined by transcripts from accredited institutions of higher education. Subject to Articles IV(B)(3) and VIII(E)(g), each teacher who is not already at the top step of the salary schedule will advance one step in 2013-14, one step in 2014-15, and one step in 2015-16.
2. Placement on Advanced Education Column:
 - a. To be eligible for placement on an advanced education column, the teacher must have completed all necessary graduate credits and notify the Superintendent in writing prior to September 1st of the school year. The Superintendent may grant credit for undergraduate courses in the teacher's field of teaching when there is a benefit to both the teacher and the School District. As of July 1, 2013, credits for placement on an advanced education column must be graduate credits, earned with a grade of B or better. These credits must have been earned from the University of New Hampshire or any institution accredited by the New England Association of Secondary Schools and Colleges or a similar agency. Credits approved prior to July 1, 2013, still will be in good standing.
 - b. Actual salary adjustments will not take place until transcripts are on file and verified at the SAU office.
3. Subject to Article VIII(E)(g), a teacher who has taught for ninety-one (91) days or longer in the prior school year will advance on the salary schedule as follows: no step in 2012-13, 1 step in 2013-14, 1 step in 2014-15, and 1 step in 2015-16.
4. Part-time Certified Personnel

<u>High School</u>		<u>Elementary School</u>	
Based upon a 7 Period Day:		Based upon a 5 Day Week	
1 class period	17%	1 day	20%
2 class periods	33%	2 days	40%
3 class periods	50%	3 days	60%
4 class periods	67%	4 days	80%
5 class periods	83%	5 days	100%
6 class periods	100%		

C. PAY PERIODS:

1. Teachers shall be paid every two weeks, beginning with the first Friday at the close of the first week of school. Each teacher will have one of the following options:
 - a. Salary paid every two (2) weeks (21 pay periods), September through June.
 - b. Payment schedule of twenty-six (26) weeks with the last pay day in June (lump sum) to include the remaining payments for July and August.
 - c. Payment schedule of every two (2) weeks beginning in September and continuing through the months of July and August (summer pay). Payment will be made using direct deposit or the teacher will provide stamped, self-addressed envelopes for checks.
2. The method of annual payment must be determined by the individual, upon the return of a signed contract. No changes will be accepted after July 1 of the preceding school year.
3. When a payday falls on a holiday/vacation, teachers will receive a check on the day preceding the holiday/vacation.
4. The yearly pay schedule will be posted in each building by July 1.
5. Should extenuating circumstances arise that require an adjustment to the schedule, employees will be notified in a timely manner by the payroll office.

D. LEAVES:

1. Sick Leave:

- a. Sick leave will be granted at the rate of 14 days per year and accumulate to 125 days. Sick leave shall be interpreted to mean absence due to personal illness or serious illness in the immediate family, that is spouse, children and/or other dependents. The superintendent may require after 3 consecutive school days a statement from a physician certifying the illness or accident. When a teacher's accumulative sick leave exceeds 90 days and the teacher is eligible to collect benefits from the long term disability insurance, the teacher's salary shall be diminished by the amount of the insurance benefit as computed on a daily basis.
- b. Sick Day Buy-Back: Teachers may elect to return up to 7 of their 14 annually provided sick days for reimbursement, at the substitute's rate of pay in the year in which the request is made. Teachers who have accumulated by July 1 one hundred twenty-five (125) or more sick days at the time of notice to buy-back will be able to return up to 7 days at the rate of \$25 over and above the substitute's rate of pay. Notice of intent to return sick days will be made to the district using a form that is distributed and due by December 15th. The sick day reimbursement shall be made by separate check in July of the following year. Teachers must be under contract until the end of the school year to receive this benefit.

c. Sick Leave Bank:

- i. Any member of the bargaining unit who elects to participate in the sick Leave Bank may donate one (1) day per year of the member's sick leave days to the Sick Leave Bank. Non-tenured staff members are not eligible to donate but are eligible to request days from the bank. Staff must have accrued at least thirty (30) days to be eligible to withdraw from the sick day bank. Sick Day Bank can only be requested when a member's current and accrued sick days have been exhausted.
 - ii. Proposal for use of Sick Day Bank must be submitted in writing to the Sick Day Bank Committee. The committee will be made up of two (2) representatives from each building, one (1) NTA officer and one (1) School District Administrator.
 - iii. Sick Day Bank is to be used for life threatening and non elective medical care and/or surgery.
 - iv. The maximum number of days in the Sick Day Bank shall be set at two (2) times the number of eligible members.
 - v. The NTA shall notify staff members that donations must be submitted by September 15th. Any staff member hired after September 15th shall have two (2) weeks from the day he/she assumes their duties to voluntarily donate one (1) day to the Sick Day Bank. The NTA will notify the SAU of donating staff as well as staff in need of using Sick Bank Days. The SAU will maintain an account of days submitted and deducted for District financial purposes. At the end of the academic year, the remaining number of donated days will carry over to the following academic year. In the event that the Sick Day Bank falls below a total of twenty-five (25) days in any contract year, staff members may contribute up to fifty (50) days once in that year.
2. Personal leave will be granted at the rate of three (3) days per year for personal, family, religious or legal business that cannot be conducted outside work hours. The principal shall be notified in writing, except in the case of emergencies. Personal leave shall not be granted on the day immediately prior to or immediately following a school holiday or school vacation, except by permission of the superintendent after the teacher provides a reason for the personal leave that the superintendent finds satisfactory. Personal leave is not accumulative.
3. Bereavement Leave: Bereavement leave, in addition to personal leave, will be granted at the rate of five (5) days per year for death in the immediate family. Immediate family shall be interpreted to mean: spouse, life partner, significant other, children/dependents, father, mother, father-in-law, mother-in-law, grandparents or siblings. The parties recognize that the precise scope of the term "significant other", to the extent not otherwise specifically defined in this agreement, must be determined on a case-by- case basis pursuant to the sound discretion of the responsible administrator in consultation with the Superintendent. The District will exercise this discretion in good faith under all of the applicable circumstances.
4. Childbearing Leave: Disability or illness due to pregnancy, childbirth, or related medical conditions shall be treated the same as disability or illness due to any other cause.

5. Child-Rearing Leave: Child-rearing leave for either natural or adoptive parents shall be granted upon written application for said leave, pursuant to the guidelines set forth in the Leave of Absence section of this Agreement. The length of said leave to be defined as the remainder of the school year in which the child was born or received and up to one (1) full additional school year.
6. Sabbatical Leave:
 - a. A certified teacher of the school district having served the district for seven (7) or more years, shall be eligible for sabbatical leave. Sabbatical leave may be granted to not more than one (1) teacher per year.
 - b. Sabbatical leave will be granted for additional study at an accredited institution of higher learning, teacher exchange programs, and other purposes deemed appropriate by the Board.
 - c. Sabbatical leave may be granted for the full academic year or one semester (1/2 year).
 - d. Should there be a number of eligible requests, the Board will award the available leave on the basis of merit of the proposal and years of experience in Newmarket. Requests for sabbatical leave must be submitted to the Superintendent no later than October 30th preceding the school year of leave.
 - e. Sabbatical leave shall be at fifty percent (50%) salary and full benefits, except sick leave and other temporary leaves, for the duration of the sabbatical.
 - f. The teacher shall agree to return to the service of the school district for two (2) school years at the appropriate salary step, as if he/she had not been on leave. Upon return, whenever possible, the teacher shall be placed in the position he/she left.
 - g. Should circumstances arise which would preclude a teacher's taking the sabbatical leave, notification shall be given to the Superintendent at least 60 days prior to initiation of leave. In such case the teacher shall be retained in his/her regular teaching position.
7. Leave of Absence:
 - a. A leave of absence for a continuous school year or any portion thereof without pay or other benefits may be granted by the Board upon the recommendation of the Superintendent and principal well in advance, except in the case of emergency.
 - b. Normally within 10 days of the Board's decision written notice shall be given to the teacher.
 - c. All benefits to which a teacher was entitled at the start of his/her leave, including unused sick leave shall be restored upon return. Upon return, if possible, the teacher shall be placed in the position he/she left.
 - d. The teacher granted a leave of absence may arrange with the SAU Office to continue all applicable insurance programs by making personal payment. Such payments would be made by the teacher to the SAU Office at least 15 days in advance of the month due. In keeping with present employment practices relating to certified teachers' nominations and elections, certified teachers on leave will receive a contract and return of same on a stipulated date will be notification of return.
 - e. For leave of absence less than one year, benefits will be prorated.
8. Jury Duty Leave: In the event a teacher is called for Jury Duty or is subpoenaed as a witness, said teacher shall be granted leave for this purpose. The District agrees to pay the differences between the teacher's per diem salary and any sums the teacher receives from the court, exclusive of travel. Employees who are subpoenaed to appear as a witness in lawsuit arising out of or relating to the performance duties for the District, except in a suit in which the employee is a plaintiff against the District or the Board or an administrator of the District, shall receive their full pay during their absence but shall assign any witness fees paid, mileage expenses exempted, to the District.
9. Less than Full-Time Employees: Sick leave, bereavement leave and all other leaves and benefits shall be prorated for teachers who work less than 100%. Proration equal to percentage of time worked.

E. INSURANCE:

1. Health Insurance:
 - a. The District shall pay 89% of a single, two-person or family membership in its health insurance program for members of the bargaining unit hired before July 1, 2007. The District shall pay 85% of a single, two-person or family membership in its health insurance program for members of the bargaining unit hired on or after July 1, 2007.
 - b. The health insurance program shall be School Care Point of Service, School Care HMO, and School Care Open Access Plus.

- c. The program shall be mutually agreed upon by both parties. No other equivalent Insurance program shall be implemented until first being presented to all covered employees at a general information meeting. Such meeting shall be held at least two (2) weeks prior to a vote on the change. All covered employees and Board members will have an opportunity to vote on the change. A change will be made if a majority present vote in the affirmative for such a change and only if all preexisting conditions of each employee presently covered is honored.
 - d. Any teacher not electing the health insurance benefit offered by the School District who presents proof that he/she has obtained health insurance coverage from an alternative source that is not subsidized (e.g., not subsidized under the Patient Protection and Affordable Care Act), shall receive an opt-out payment. The amount of each opt-out payment will be \$1,000, minus any penalty that the School District incurs because the teacher takes insurance that is subsidized (e.g., under the Patient Protection and Affordable Care Act); however, if a sufficient number of additional teachers opt-out of the District's insurance in 2013-14 that the District recoups the increase in opt-out payments to teachers who already opted out in 2012-13, the amount of each opt-out payment in 2013-14 and subsequent years will be \$1,500 for teachers opting out of single coverage, \$2,000 for teachers opting out of two-person coverage, or \$3,000 for teachers opting out of family coverage, minus any penalty that the School District incurs because the teacher takes insurance that is subsidized (e.g., under the Patient Protection and Affordable Care Act).¹ The opt-out payment shall be made during the last pay period of the fiscal year.
2. Dental Insurance:
The district shall pay an amount equal to 100% of a single membership, an additional one hundred dollars toward a two person membership, and an additional three hundred dollars toward a family membership for Delta Dental Insurance which provides 100% of coverage A, 80% of Coverage B, and 50% of Coverage C, with an annual deductible of \$25 and an annual maximum benefit of \$1500.
 3. Life Insurance:
Life Insurance will be issued to each certified teacher, with one hundred percent (100%) of the premium paid by the school district. Coverage will be a twenty-five thousand (\$25,000) term policy for each certified teacher. The plan shall include double indemnity for accidental death.
 4. Long Term Disability Insurance:
The School District will pay 100% of the monthly premium for a policy which will provide 66 2/3% of the teacher's monthly salary to a maximum of \$2,500 per month after a waiting period of 90 days. The monthly payment shall be diminished by other income benefits including disability payments from other group insurance or pension plans, social security, workers compensation or teaching salary. The source of the plan shall be determined by the Board.

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Example #1. Assume 3 teachers with single coverage, 5 teachers with two-person coverage, and 7 teachers with family coverage opt-out of the District's health insurance and receive opt-out payments totaling \$15,000 in 2012-13. The increased opt-out payments for 15 teachers would cost \$35,500 (3 x \$1,500, plus 5 x \$2,000, plus 7 x \$3,000) in 2013-14, which is an increase of \$20,500 (\$35,500 minus \$15,000) from 2012-13. Also, assume 2 additional teachers with single coverage, 0 additional teachers with two-person coverage, and 1 additional teacher with family coverage opt-out in 2013-14. Assume the School District shares of the premiums in 2013-14 are \$10,000 for single, \$15,000 for two-person, and \$20,000 for family coverage. The additional savings to the school district for the three additional teachers opting out in 2013-14 would equal \$34,000 (2 x \$8,500, plus 0 x \$13,000, plus 1 x \$17,000). Because the \$34,000 in additional savings would exceed the \$20,500 in increased costs for those who opted-out in 2012-13, the opt-out payments would increase to \$1,500 for single, \$2,000 for two-person, and \$3,000 for family coverage in 2013-14 and subsequent years.

Example #2. Assume all the same facts as Example #1, except that 0 additional teachers with single or two-person coverage and 1 additional teacher with family coverage opt-out in 2013-14. The additional savings to the District for the one additional teacher opting-out would be \$17,000. Because the \$17,000 in additional savings would be less than the \$20,500 in increased costs for those who opted-out in 2012-13, the opt-out payment would remain \$1,000 in 2013-14 and subsequent years.

F. RETIREMENT

1. Early Retirement:

A certified teacher who is eligible to receive retirement benefits from the New Hampshire Retirement System may elect to retire early. The teacher shall have the right to continue membership in the health and accident insurance and dental programs by paying the premiums for same on a monthly basis.

2. Retirement:

A teacher who intends to retire must notify the Superintendent in writing by October 31 of their final school year. April 1 is the deadline to withdraw notification of retirement. In the absence of such notification, they will be considered to have made the decision to retire at the end of the contract year.

3. Severance:

- a. A certified teacher who is eligible to receive retirement benefits from the New Hampshire Retirement System, and has served as a teacher in the Newmarket School District for at least 15 years, upon retirement, will be provided the following severance compensation;

for 15-24 years \$600/year

for 25+ years \$900/year

However, for any teacher who has not been employed in the Newmarket School District for 15 or more years as of July 1, 2013, the maximum amount of this benefit shall be \$25,000.

- b. Teachers may elect to give up to three(3) years prior notice to the SAU office in anticipation of retirement so that severance payment may be spread out over the staff member's last 1-3 years of service. In order to spread out severance payment, notice must be given by October 31st and at least two (2) years prior to retirement. Any payment on this benefit constitutes a binding agreement that may not be withdrawn.
- c. Notwithstanding any other provision in this agreement, payment to an employee under this section shall be delayed until at least 120 days after the employee's retirement in such amount as is necessary to prevent the school district from being assessed by the New Hampshire Retirement System under RSA 100-A:16 III-a.
- d. In the event a teacher dies while under contract, a cash award computed in the same manner will be granted to said teacher's beneficiary as named on the group life insurance policy.

G. PROFESSIONAL DEVELOPMENT:

1. Professional Days:

Certified teachers shall be granted four (4) professional days for the purpose of: a) Attendance at conferences, professional meetings or workshops; b) Visitation to other schools; c) Other approved reasons. A minimum of thirty three thousand (\$33,000) dollars per year, to be split proportionately between buildings, will be budgeted to cover costs, exclusive of substitute pay, for teacher participation in the above activities. Every staff member shall be allowed four hundred (\$400) dollars per year for this purpose. Any funds remaining in this category on May 15th of any given year shall be dispersed equally among those who expended personal funds for approved activities for this purpose.

2. Reimbursement/Advancement of Courses:

- a. Any teacher taking approved courses will be reimbursed or advanced funds by the School District up to the UNH in state rate per credit hour with a total maximum of two graduate (four credit hour) courses per year. An application for reimbursement must be submitted for approval to the Superintendent before a teacher takes a course. If a teacher resigns from the District to accept employment elsewhere within two calendar years of receiving tuition reimbursement he/she shall repay the District the amount of reimbursement received. Applies to any courses taken after July 1, 2010.
- b. A grade of B or better in courses assigned letter grades, or a grade of Pass in courses that are Pass/Fail shall be a requisite for reimbursement. A teacher who has received advanced funds will repay the district if he/she does not complete the course and receive a grade of B or better. A teacher, who has been in the district for fewer than five years, will be reimbursed for courses taken during the summer session upon his/her return to school in September.

- c. Courses taken for reimbursement shall be to benefit the School District. Approval shall not be arbitrarily or capriciously denied. Reimbursement or advancement of funds for courses shall be limited to all individuals defined in the Recognition Clause of the Master Agreement.
- 3. Advancement of Funds for Courses:
 - a. Tuition advancement or Purchase Orders for first or second semester courses will be provided if all necessary S.A.U. paperwork relative to the course is completed prior to the first class meeting.
 - b. Courses must be approved by the Superintendent prior to registration (Appendix C).
 - c. Teachers who have been in the district for five or more years may receive tuition advancement for summer courses.
 - d. Teachers will submit to the Superintendent's Office a copy of course transcript as soon as the issuing institution has made such information available.

ARTICLE V - WORK YEAR

- A. For the duration of this agreement the teacher work year will consist of 186 days to include at least 181 regular scheduled pupil attendance days. The remaining five days shall be used at the discretion of the School Board and be placed on the school district calendar. One half day will be dedicated to classroom preparation during the in-service time prior to the opening of school. In the case that a teacher is assigned duties beyond the 186 days, such assignments shall be voluntary, and remunerated at a per diem rate which is computed by dividing the teacher's annual salary by 186.
- B. The Association shall be given opportunity annually to review proposed school calendars and adequate time to offer input before said calendar is adopted by the School Board.

ARTICLE VI - REDUCTION IN FORCE

- A. In the event it becomes necessary to reduce the number of certified teachers due to reasons of economy, program elimination, reduction in subject area, decrease in enrollment, or the consolidation or elimination of positions, or for any other similar reasons, the basis for the decision to lay off employees shall be conducted under the rules set forth in this Article.

B. Assignment Areas

- 1. The following assignment areas shall be used:

Self-contained Pre-K-5

Grades 6-8 by Instructional Areas:

English/Language Arts	Science
Mathematics	Social Studies
World Languages	Health
Family and Consumer Science	

Grades 9-12 by Instructional Areas:

English/Language Arts	Science
Mathematics	Social Studies
World Languages	Health
Family and Consumer Science	

Grades Pre-K-12 by Specialty/Instructional Areas:

Art	Nurse
Behavioral Specialist	Occupational Therapist
Computer/Technology	Physical Therapist
Enrichment	Psychologist
Music	Physical Education
Special Education	Reading Specialist
Library Media Specialist	ESOL
Guidance Counselor	Board Certified Behavior Analyst (BCBA)

- 2. By mutual agreement, the Board and the Association will meet and negotiate any changes or additions to the list of assignment areas.

- C. Once the assignment areas to be reduced have been identified by the Board, the Superintendent will use the form shown in Appendix D to determine the number of priority points for each of the educators in the specific areas identified for layoff. In the event that the points are equal for multiple educators in the same identified assignment area, seniority shall be the tie-breaker.
- D. An educator selected for layoff termination shall either (1) accept layoff subject to recall; or (2) request to displace the educator with the least number of points in another assignment area if (a) the displacing educator's total points are greater than the displaced educator's total points, (b) the displacing educator holds certification and (if applicable) HQT status for the assignment area from which the other educator is displaced, and (c) the displacing educator has completed at least two school years during the last fifteen school years in the assignment area from which the other educator is displaced. Any displaced educator shall be covered by the same procedures in this Section (i.e., may accept layoff subject to recall or request to displace the educator with the least number of points in another assignment area).
- E. The observation report form and the summative evaluation form in the Teacher Evaluation and Assistance Model shall include an overall performance rating of distinguished, proficient, basic, or unsatisfactory, and shall include space for comments/suggestions concerning the overall performance rating. Professional development in the Danielson model will be done during the 2013-14 school year. It will be reinforced to continuing teachers annually, as well as introduced for new teachers at their orientation. Danielson books must be provided to each employee.

ARTICLE VII - MISCELLANEOUS

Copies of this agreement between the Board and the Association shall be reproduced at the expense of the Board and the Association within twenty (20) days after the Agreement is signed by the parties. A copy of the Agreement shall be distributed to all teachers now employed or hereafter employed. Further, the Board shall furnish ten (10) copies of the Agreement to the Association for its use.

ARTICLE VIII- TEACHER CONDITIONS

- A. The Board is committed to providing appropriate space for instructional purposes.
- B. Faculty rooms shall be made available to teachers during preparation, recess and lunch periods. Newmarket Jr./Sr. High School shall be provided with at least two faculty rooms, each comparable in size to those currently in existence. The Elementary School shall be provided with at least one faculty room comparable in size to the one currently in existence. All necessary equipment for preparing class activities such as copying machines, computers and audio equipment shall also be available.
- C. The School Board shall make every attempt to notify the teachers of all school closings and late starting times, no later than 6:00 a.m. The building principals and Association representatives shall create and distribute a phone chain by the third week of September. The building principals shall be responsible for implementing said chain.
- D. The Board recognizes the importance of providing a telephone in a private area so that teachers may converse with parents, without being overheard. To this end, the Board shall make every effort to provide each school with a private telephone area.
- E. Upon initial employment with the school district, the Superintendent shall orient all new teachers regarding evaluation procedures and instruments.
 - 1. Evaluation/observations shall be conducted by the employee's immediate supervisor or other certified administrators.
 - 2. Generally formal observations shall be made for a minimum of thirty (30) consecutive minutes.
 - 3. All monitoring or observation of the performance of a teacher shall be conducted openly and with full knowledge of the teacher.
 - 4. The teachers shall be evaluated at least once during the school year. These evaluations shall result in a written report.
 - 5. Each teacher shall receive a written report of every formal evaluation/observation. In the event a conference is scheduled by the administrator or desired by the teacher, a minimum of at least one (1) school day notice shall be provided. A copy of all written observations and evaluations shall be signed by the teacher and evaluator and shall be submitted to the Superintendent of Schools. The teacher's signature shall indicate only that the report has been read, and shall not be interpreted to indicate

- agreement with the contents thereof. No teacher shall be required to sign a blank or incomplete evaluation/observation form.
6. The teacher shall be given an opportunity to respond to and/or rebut the evaluation/observation reports in writing and such rebuttal shall be attached to the evaluation/observation report. Where deficiencies are noted, teachers shall be given assistance by the principal.
 7. All teachers whose work is satisfactory shall be advanced annually on the salary schedule. A teacher whose work is not judged to be progressing at a satisfactory rate by the building principal may be retained at the same salary for the succeeding year with the recommendation of the Superintendent and a majority vote of the School Board.
 8. There shall be established a staff evaluation committee which may make recommendations for change in the staff evaluation process to the Newmarket School Board. The composition of the committee shall be as follows:
 - 1- Teacher of grades K-5 (appointed by the NTA)
 - 1- Teacher of grades 6-8 (appointed by the NTA)
 - 1- Teacher of grades 9-12 (appointed by the NTA)
 - 2- School Board Members
 - 1- Parent or Community Member (not a district employee)
 - 2- Administrators
- F. When a teacher/specialist uses his/her private vehicle for school related business, reimbursement for mileage shall be paid at the Federal Standard Guidelines rate in effect on July 1 of each anniversary year.
- G.
1. The length of the teacher work day shall not exceed seven (7) hours and thirty (30) minutes. This shall include a duty free lunch period of no less than thirty (30) consecutive minutes and a daily planning period of no less than thirty (30) consecutive minutes or a class period whichever is greater. If a teacher teaches a sixth class, which is considered more than the normal work load, the teacher shall receive a stipend of twenty five hundred dollars (\$2,500) per full year course.
 2. All terms and conditions of employment as specified in Article VIII-Teacher Conditions will remain in full force and effect. It is understood that the language referencing teaching a sixth class in subsection G. is not intended to be an obstacle to block scheduling nor is it intended to require stipends for teachers teaching 3 or fewer blocks per day. In the event block scheduling is rescinded, the language concerning stipends for teaching a sixth class will go back into full force and effect.
 3. Notwithstanding any other provision in the collective bargaining agreement, while block scheduling is in effect, the following will apply:
 - a. The instructional blocks to which high school and middle school teachers are assigned shall not exceed a maximum of 3 daily instructional blocks of 85 consecutive minutes each (except that the 85 minutes need not be consecutive during the lunch block).
 - b. Teachers in the high school and middle school will receive one duty free planning period of at least 85 consecutive minutes per day (except that the 85 minutes need not be consecutive during the lunch block).
 - c. Teachers in the high school will not be required to do assigned duties such as lunch, study hall, hall monitoring, or any other student supervision outside of their class responsibilities during the work day.
 - d. Teachers in the middle school can be assigned no more than one study hall per day.
- H. Teachers shall not be required to attend more than one (1) monthly teachers' meeting lasting no more than one (1) hour beyond the teacher's normal work day. Teachers shall be provided an agenda at least twenty-four (24) hours prior to said meeting.
- I. Teachers shall be required to attend seven (7) after school meetings during the course of the year for the purpose of reviewing instructional practice, curriculum standards, assessment measures and any other topics deemed appropriate. The length of these meetings will last no more than one hour beyond the teachers normal work day. Any other meetings shall be voluntary.

ARTICLE IX - RIGHTS OF THE PARTIES

A. TEACHER RIGHTS:

1. Any teacher may request termination of his/her contract by written notice to the building principal with the understanding that termination shall take effect upon the employment of a suitable qualified replacement or thirty (30) school days, whichever comes first.
2. The Newmarket Teachers Association shall upon approval of the principal in charge of the facility, be granted the privilege of using a classroom and/or the library for meetings before or after school hours. Fees for custodial care or energy expense may be charged.
3. The Newmarket Teachers Association may use bulletin boards in each teachers' room.
4. The Newmarket Teachers Association shall have the privilege of using the school mailboxes providing such usage does not interfere with official business.
5. The Newmarket Teachers Association will be granted the privilege of using certain items of office equipment (computer, copy machine, etc.) The Association agrees to participate in record keeping of the use of this equipment with the principal. Such use shall not interfere with school use. If the Board finds it necessary, the Association agrees to pay a reasonable fee for consumable materials and maintenance.
6. When public information is available and is requested by the Association from the SAU Office this information shall be provided within three business days.
7. At the teacher's written request, the School District agrees to make regular deductions to a tax-sheltered annuity program and/or credit unions and/or professional teacher's associations. Such deductions may be altered upon written request. The School District shall transmit all regular deductions to the designated agent within two pay periods.
8. When an agenda is mailed or delivered to School Board Members from the SAU Office, a copy will be mailed or delivered to the Association President. Copies of minutes will be posted in the Elementary and High School Offices.
9. An updated School Board policy book will be made available for the Association. It will be updated as policy is established or an existing policy is changed, copies will be forwarded to the Association President.
10. The Association will be granted the privilege of being placed on the agenda of any School Board Meeting. When possible, the Board will recognize the Association early in the meeting.
11. It is understood, subject to the language of this agreement, the Association President and/or his/her designee shall be granted three (3) additional personal leave days for Association business.
12. Teachers may have a representative from the Association present when meeting with School Administrators regarding matters of evaluation or any situation that may result in disciplinary action. In addition, a teacher shall be granted an opportunity to discuss classroom assignment changes prior to implementation and may choose to have an Association representative present during this discussion.
13. Notice of professional employee vacancies shall be posted and e-mailed in each school during the regular school year. The notice shall be dated, indicating the position open, and the location of the vacancy by school. Job descriptions for posted positions will be available at the SAU Office.
14. Personnel Files:
 - a. A teacher shall have the right to review the contents of his/her personnel file and to receive copies of any documents contained therein. A teacher is entitled to have a representative of the Association accompany him/her during such review.
 - b. No material of a negative nature shall be placed in the teacher's personnel file unless the teacher has had an opportunity to review such material and be given a copy of such.
 - c. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such a signature in no way indicates agreement with the contents thereof. A teacher shall have the right to submit a written answer to such material and his/her answer shall be attached to all copies.
 - d. In the event that anyone removes any material from a teacher's file, a dated notation stating what has been removed and the reason for such removal shall be placed in the file.
 - e. No information contained in the files of an employee shall be released to an outside person or agency without prior approval of the employee, except to verify employment, duration of employment and confirmation of pay step.

- f. Upon notice each teacher shall have the right to review and reproduce materials in his/her personnel file, and to have inserted his/her written comments regarding the material.
 - g. Although the Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents, it shall not establish any separate permanent personnel file which is not available for the teacher's inspection. Those complaints regarding a teacher, made by any parent, student or other person, which may be used in any manner in evaluating a teacher, shall be promptly investigated by the Building Principal or his/her designee. The parties involved shall be encouraged to meet to resolve the complaint. Such a meeting may be facilitated by a mutually agreed upon third party. The teacher shall be made aware of the following regarding the complaint.
 - 1) Nature of the complaint.
 - 2) Approximate date of the act resulting in the complaint.
 - 3) Names of witnesses.
 - 4) Person(s) lodging the complaint.
- No unsubstantiated complaints shall be placed in the personnel file.
- 15. Teachers shall have fifteen (15) school days to review individual contracts prior to signing and returning. In the event that a discrepancy is found in a teacher's contract, this time period shall be extended until the matter is resolved. If the contract is not signed and returned within the above stated time period or the extended period when needed, it may be withdrawn.
 - 16. The Newmarket School District shall maintain the school buildings and grounds free from safety and health hazards to the best of its ability. In the event the conditions exist that are detrimental to the health and safety of the students and staff, the Superintendent shall close the area(s) or buildings until such time as the problem conditions have been corrected. Individuals who are concerned about conditions are to make their concerns known to the Building Principal or his/her designee, who in turn will ultimately go to the Office of the Superintendent.

B. MANAGERIAL RIGHTS:

The Association recognizes that the District, subject to the language of the Agreement, retains the sole and exclusive right and authority to manage the business of the District, including, but not limited to, the right and authority to plan, direct and control its operations; to determine the location, design, size and number of the buildings; to decide the business hours of its operations; to decide the types of educational service it shall provide within lawful limitations; to determine the starting and quitting time for employees; to hire and assign; to determine class size; and to make reasonable rules and regulations pertaining to employees covered by this Agreement. It is also the intention of the parties that all of the rights, powers, prerogatives and authority that the District had prior to the signing of this Agreement are retained by the District. If, in the application of this contract, the Association and/or School Board finds that there is a problem in administering the Managerial Rights Clause, renegotiation of this clause will be reopened according to the Zipper Clause (Standards Clause).

ARTICLE X - ZIPPER CLAUSE (STANDARDS CLAUSE)

All conditions and benefits specified in this Agreement shall be maintained at highest standards throughout the Agreement period. This Agreement shall not be applied or interpreted so as to deprive employees of benefits provided through previous negotiations, unless so changed in this Agreement. This Agreement may be altered, changed, added to, deleted from, or modified, only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

ARTICLE XI - SAVINGS CLAUSE

If any provision(s) of the Agreement or any application of this agreement is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. If any provision is found to be contrary to law, the parties shall meet within fifteen (15) school days of such legal determination, for the purpose of adjusting the article(s) affected so that it shall be in accordance with the law.

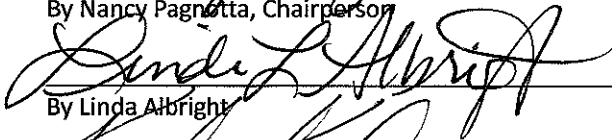
ARTICLE XII - DURATION OF AGREEMENT

The provisions of this Agreement will be effective as of the July 1, 2013, and shall continue to remain in full force and effect until June 30, 2016.

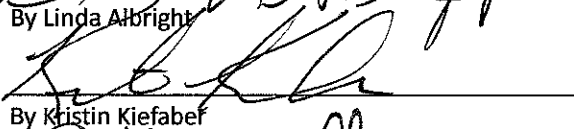
NEWMARKET TEACHERS' ASSOCIATION



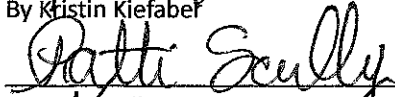
By Nancy Pagnotta, Chairperson



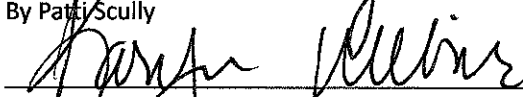
By Linda Albright



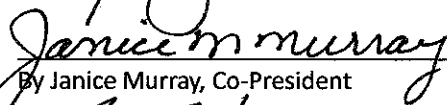
By Kristin Kiefaber



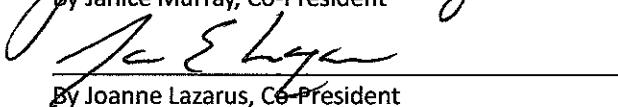
By Patti Scully



By Karyn Wilbur

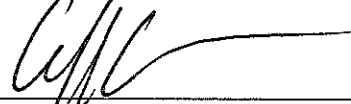


By Janice Murray, Co-President

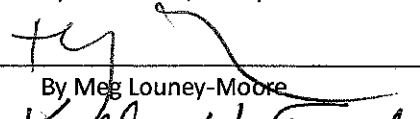


By Joanne Lazarus, Co-President

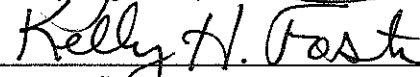
NEWMARKET SCHOOL BOARD



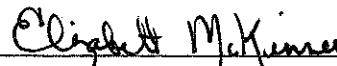
By Cliff Chase, Chairperson



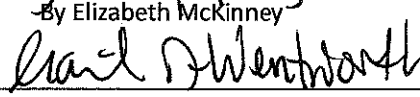
By Meg Louney-Moore



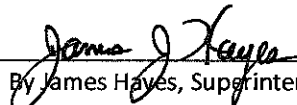
By Kelly Foster



By Elizabeth McKinney



By Gail Durocher-Wentworth



By James Hayes, Superintendent

*Official signed document is on file at the SAU Office

Grievance No. _____

APPENDIX A
NEWMARKET SCHOOL DISTRICT
Grievance Record

Level _____

Name of Grievant: _____ Date Filed: _____

Building: _____ Assignment: _____

Date of alleged violation or misapplication: _____

A. Statement of Grievance: _____

B. Article of the Agreement allegedly violated: _____

C. Nature and extent of the injury or loss involved: _____

D. Result of previous discussion: _____

E. Reason for dissatisfaction: _____

F. Remedy Sought: _____

Signature
(Association Representative present)

Signature
(Teacher)

Date answered: _____

Disposition by: Principal/Superintendent

Resolution

Principal/Superintendent

2013-14

Step	B	B+15	B+30	M	M+15	M+30
1	32,220	33,024	33,850	34,696	35,564	36,454
2	33,347	34,181	35,035	35,910	36,808	37,728
3	34,514	35,377	36,262	37,168	38,097	39,049
4	35,723	36,615	37,530	38,469	39,430	40,417
5	36,973	37,896	38,844	39,816	40,811	41,831
6	38,265	39,222	40,203	41,208	42,239	43,294
7	39,605	40,596	41,611	42,651	43,707	44,810
8	40,992	42,016	43,067	44,143	45,247	46,379
9	42,426	43,487	44,575	45,688	46,831	48,002
10	43,911	45,010	46,134	47,287	48,469	49,681
11	45,449	46,584	47,749	48,942	50,167	51,421
12	47,038	48,215	49,420	50,655	51,923	53,220
13	48,685	49,903	51,149	52,429	53,739	55,083
14	50,389	51,649	52,940	54,264	55,621	57,011
15	52,154	53,456	54,794	56,163	57,568	59,006

Teachers who received more than \$3,000 added to their contracts in 2012-13 because they were beyond Step 15 will have that amount reduced by \$500 in 2013-14, \$500 in 2014-15, and \$500 in 2015-16.²

Upon completion of 14 years of teaching experience, the teacher shall receive a longevity stipend of \$100 for each year in excess of 14.

Teachers with ten or more years of service to the Newmarket School District shall receive an additional \$500.

2

Example #1: Assume that a teacher received an additional \$6,000 in 2012-13 for being beyond Step 15. That amount will be reduced to \$5,500 in 2013-14, \$5000 in 2014-15, and \$4500 in 2015-16. Example #2: Assume that a teacher received an additional \$1,000 in 2012-13 for being beyond Step 15. That amount will not be reduced.

2014-15

Step	B	B+15	B+30	M	M+15	M+30
1	32,735	33,553	34,391	35,251	36,133	37,037
2	33,880	34,727	35,596	36,485	37,397	38,332
3	35,067	35,943	36,842	37,763	38,707	39,674
4	36,294	37,201	38,131	39,084	40,061	41,064
5	37,565	38,502	39,465	40,453	41,464	42,500
6	38,878	39,850	40,847	41,868	42,915	43,986
7	40,239	41,246	42,276	43,333	44,407	45,527
8	41,647	42,688	43,756	44,849	45,971	47,121
9	43,105	44,182	45,289	46,419	47,580	48,770
10	44,613	45,730	46,872	48,044	49,245	50,475
11	46,176	47,329	48,513	49,725	50,970	52,243
12	47,791	48,987	50,211	51,466	52,753	54,071
13	49,464	50,701	51,967	53,268	54,599	55,965
14	51,195	52,475	53,787	55,132	56,510	57,923
15	52,988	54,312	55,671	57,061	58,489	59,950

Teachers who received more than \$3,000 added to their contracts in 2012-13 because they were beyond Step 15 will have that amount reduced by \$500 in 2013-14, \$500 in 2014-15, and \$500 in 2015-16.²

Upon completion of 14 years of teaching experience, the teacher shall receive a longevity stipend of \$100 for each year in excess of 14.

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2015-16

Step	B	B+15	B+30	M	M+15	M+30
1	33,259	34,090	34,942	35,815	36,711	37,630
2	34,422	35,283	36,165	37,069	37,996	38,945
3	35,628	36,518	37,431	38,367	39,326	40,309
4	36,875	37,797	38,741	39,709	40,702	41,721
5	38,166	39,119	40,097	41,100	42,128	43,180
6	39,500	40,488	41,500	42,538	43,602	44,690
7	40,883	41,906	42,953	44,027	45,117	46,255
8	42,314	43,371	44,456	45,567	46,707	47,875
9	43,794	44,889	46,013	47,162	48,341	49,550
10	45,327	46,462	47,622	48,812	50,033	51,283
11	46,915	48,087	49,289	50,521	51,785	53,079
12	48,556	49,771	51,014	52,289	53,597	54,937
13	50,255	51,512	52,799	54,120	55,473	56,860
14	52,014	53,315	54,648	56,014	57,415	58,850
15	53,836	55,181	56,561	57,974	59,425	60,910

Teachers who received more than \$3,000 added to their contracts in 2012-13 because they were beyond Step 15 will have that amount reduced by \$500 in 2013-14, \$500 in 2014-15, and \$500 in 2015-16.²

Upon completion of 14 years of teaching experience, the teacher shall receive a longevity stipend of \$100 for each year in excess of 14.

Teachers with ten or more years of service to the Newmarket School District shall receive an additional \$500.

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Example #1: Assume that a teacher received an additional \$6,000 in 2012-13 for being beyond Step 15. That amount will be reduced to \$5,500 in 2013-14, \$5000 in 2014-15, and \$4500 in 2015-16. Example #2: Assume that a teacher received an additional \$1,000 in 2012-13 for being beyond Step 15. That amount will not be reduced.

APPENDIX C
Newmarket School District
SAU 31 Professional Development – Course Approval Form

Employee Information

Name: _____ Today's Date: _____

Grade/Subject: _____

Certification(s) and expiration dates: 1. _____
2. _____

1. Please a written course description of the course. The following information must be included:
 - University/college offering the course
 - Course Title
 - Date(s), location, and description
 - Cost
 - Number of credits
2. Attach a brief description of how this course will assist you in reaching your professional development goals.

_____ Approved

_____ Denied for the following reason(s):

Superintendent signature

Date

Course Reimbursement

PLEASE NOTE: This paperwork must be completed and approved by the Superintendent of Schools two weeks prior to the first class meeting to receive advanced payment, or reimbursement or salary advance credit in accordance with the negotiated agreement. It is your responsibility to forward your grade report to the Superintendent of Schools. Amounts paid will be recorded by the date on the school district's check not when the course is approved or taken. Reimbursement will be recorded on a fiscal basis of July 1-June 30. It is your responsibility to forward bills and grades to the SAU office. As of July 1, 2010, if a teacher resigns to accept employment elsewhere within two calendar years of receiving tuition reimbursement or advanced funds, she/he shall repay the District the amount of reimbursement received.

Graduate Course tuition: _____ Other: _____

Check one:

_____ I have attached receipts, an approved copy of this form and proper proof of payment (receipt or canceled check) and a grade report.

_____ I have attached a completed purchase order. Purchase order # _____

Superintendent signature (for reimbursement)

Date

Certification/Qualifications	Points
<ul style="list-style-type: none"> Degree status <u>Bachelors</u> <u>B + 15</u> <u>B + 30</u> <u>Masters</u> <u>M + 15</u> <u>M + 30</u> <u>PhD, CAGS, Ed.D.</u> Points: 0 1 2 3 4 5 6 	Max = 6
<ul style="list-style-type: none"> HQT status Points: Two (2) points for each area of HQT, up to a maximum of six (6) points for this category 	Max = 6
<ul style="list-style-type: none"> Multiple Certifications Points: One (1) point for each certification recognized by the Department of Education and held in active status by the employee up to a maximum of three (3) points for this category 	Max = 3
School Community Contribution	Points
<ul style="list-style-type: none"> Co-Curricular Activities Points: Stipended and non-stipended positions for class advisors, school approved co-curricular activities, and mentoring shall earn one (1) point per activity up to a maximum of five (5) points during the five school years immediately preceding the year that the reduction in force becomes effective. 	Max = 5
<ul style="list-style-type: none"> Leadership Points: Department Heads shall earn two (2) points per year, up to a maximum of six (6) points, for leadership during the five school years immediately preceding the year that the reduction in force becomes effective. 	Max = 6
<ul style="list-style-type: none"> Committee Work Points: Active membership on a school / District committee shall earn one (1) point per committee and two (2) points for actively chairing or co-chairing a committee during the five school years immediately preceding the year that the reduction in force becomes effective, up to a maximum of five (5) points for this category 	Max = 5
Performance	Points
<ul style="list-style-type: none"> Written Evaluations Points: Up to six (6) points per year, and a maximum of eighteen (18) points over the previous three (3) years, based on summative evaluation in years that it is done and based on average of formal observations in years that summative evaluation is not done: For years prior to July 1, 2014*: a. Zero (0) points for not recommended b. Three (3) points for recommended needs improvement, or c. Six (6) points for recommended satisfactory. For years after July 1, 2014*: a. Zero (0) points for overall unsatisfactory rating; b. Two (2) points for overall basic rating; c. Four (4) points for overall proficient rating; d. Six (6) points for overall distinguished rating. * If no summative or observation occurs during a year, the staff member will be awarded the 6 points by default. If no checkmark was made in these rankings on a summative or observations, then the 6 points will be awarded by default. 	Max = 18
<ul style="list-style-type: none"> Years of Experience in SAU31 Points: One (1) point for each year of continuous service teaching for the Newmarket School District, up to a maximum of fifteen (15) points. 	Max = 15
Total Points	Max = 64